

BID SPECIFICATIONS

INTERPRETIVE TOUR CONCESSION

Waterloo Village ("Village") at Allamuchy Mountain State Park, Stanhope, New Jersey

SCOPE OF CONCESSION

A. The Concessionaire shall be granted the exclusive right to operate interpretive tours at the Lenape Indian Village and Canal Town areas of the Village (hereinafter referred to as "Concession Operations"). The Concession Operations shall be limited to the structure(s) or area(s) now provided by the Department of Environmental Protection ("Department") for concession purposes in the areas specifically designated by the Department (hereinafter referred to as the "Concession Premises").

B. Concessionaire shall be granted the right to sell era-related crafts and pre-packaged goods from gift shops located within both interpretive tour areas. All prices, as well as the proposed crafts and pre-packaged goods to be offered for sale, must be pre-approved by the area Superintendent.

C. Concessionaire will not be permitted to open or to schedule tours at Canal Town on "Canal Heritage Days" during each operating season. There are approximately eight (8) to ten (10) Canal Heritage Days each operating season; on those days, any non-profit group or organization with Department's prior approval shall be given exclusive permission to interpret the Waterloo Village, including Canal Town. The Canal Heritage Days will be announced prior to each season. The 2011 schedule for Canal Heritage Days is attached hereto as Attachment A. Concessionaire may be open to the public and schedule tours on Canal Heritage Days at Lenape Indian Village.

D. Concessionaire shall use the Concession Premises solely for the purpose set forth above and is prohibited from selling or permitting the sale of any alcoholic beverages thereon.

E. Concessionaire status will be that of a licensee. Concessionaire will not, in any way whatsoever, be granted or conveyed any permanent easement, lease, fee, or other interest in the Concession Premises.

TERM OF AGREEMENT

The "Initial Term" of the Concession Agreement ("Agreement") shall be from the Effective Date of the Agreement's Initial Term to December 15, 2011, and may include no more than two (2) subsequent one-year opportunities to renew at the Department's discretion, based upon an evaluation of the Concessionaire's performance and compliance with the terms and conditions of the Agreement. At the end of the Initial Term and prior to the start of any "Second Term," a compensation analysis will be completed. The Department, in its sole discretion, may extend the Agreement with Concessionaire to a "Second Term." A Second Term would run from the Effective Date of the Agreement's Second Term to December 15, 2014, and may include no more than two

(2) subsequent one-year opportunities to renew at the Department's discretion, based upon an evaluation of the Concessionaire's performance and compliance with the terms and conditions of the Agreement.

EFFECTIVE DATE

For the purposes of the Agreement, the Effective Date for the commencement of the Initial Term or any Renewal Term shall be the date on which the last of the following has occurred:

- (i.) The Agreement or any renewal agreement is signed on behalf of Concessionaire and Department;
- (ii.) Department dates the Agreement or any renewal agreement and forwards a copy to Concessionaire;
- (iii.) The Certificate of Insurance required under the Agreement is approved by Department;
- (iv.) Corporate resolution has been received by Department; and
- (v.) Department has approved all proposed prices for interpretive tours and goods to be offered for sale.

REVENUE PAYMENTS

A. The total amount of annual compensation to be paid by Concessionaire to Department as consideration for the license and privileges granted to Concessionaire under the Agreement shall be paid in monthly installments on the fifteenth (15th) day of each month, from May through December, during each contract period.

B. In accordance with N.J.S.A. 13:12-27, all revenue payments shall be made at the area office, by check made payable to "Morris Canal and Banking Company." If the Concessionaire fails to pay said compensation at such time and in such manner as specified herein, such failure shall constitute grounds for termination of the Agreement.

C. All past due payments shall be assessed a monthly penalty of one and one-half percent (1.5 %) of the total amount due, calculated on the twenty-fifth (25th) day of each month.

D. In the event any check for payment is returned to Department, all future compensation payments must be made by certified or cashier check only.

INTERPRETIVE TOURS

A. Concessionaire will be permitted to operate interpretive tours from pre-determined locations within the Village, specifically at the Lenape Indian Village and Canal Town (see Attachment B).

B. A maximum of twenty-five (25) patrons shall be permitted on each interpretive tour. Prior Department approval is required for the maximum number to be exceeded.

C. Concessionaire will be completely responsible for the day-to-day operations of the Lenape Indian Village and for the partial (Wednesday-Friday) operation of Canal Town, including but not limited to the following:

- (i.) Tour reservations and collection of all monies;
- (ii.) Hiring and supervision of all employees, including interpreters, impersonators, actors, volunteers, etc., necessary to operate at each interpretive tour location. The Department will not provide employees to fulfill any function or role at either interpretive tour location;
- (iii.) Purchasing of any and all materials necessary to provide interpretative tours at each location; and
- (iv.) Concessionaire must develop an interpretive tour curriculum for each tour location that provides educational, environmental, and cultural programming that meets or exceeds the Core Curriculum Standards adopted by the New Jersey Department of Education, available at <http://www.state.nj.us/education/cccs>. The interpretive tour curriculum for each tour location must be pre-approved by the Department before implementation.

OFFICE AND STORAGE AREA

A. Concessionaire will be permitted to use a pre-determined room upstairs in the Administration Building as an office. Use of this room will include but not be limited to payment, reservation, and scheduling of the interpretive tours.

B. Concessionaire will be permitted to use a pre-determined room upstairs at the Administration Building for storage. Storage will not be permitted in any other area of the Village.

HOURS OF OPERATION AND LIMITATIONS

Lenape Indian Village Interpretive Tours

The interpretive tours will operate at least three (3) days, with the option to operate seven (7) days, on the following dates, days, and hours:

DATES:	April 1, 2011	to	December 15, 2011
DAYS:	Sunday	through	Saturday
HOURS	8:00 a.m.	to	6:00 p.m.

Canal Town Interpretive Tours

The interpretive tours will be permitted to operate during the following dates, days, and hours, excepting Canal Heritage Days:

DATES:	April 1, 2011	to	December 15, 2011
DAYS:	Wednesday	through	Friday
HOURS	8:00 a.m.	to	6:00 p.m.

Alternate hours may be determined and/or approved by the area superintendent.

NOTE: CONCESSIONAIRE IS NOT PERMITTED TO SCHEDULE TOURS
OF CANAL TOWN ON CANAL HERITAGE DAYS

CONSTRUCTION OR IMPROVEMENTS

Concessionaire shall not erect any structures, buildings, or additions to the Concession Premises without first obtaining the express written approval of the Department.

PRICES

All prices for interpretive tours and any crafts and goods to be offered for sale shall be submitted to and approved by the Department in writing before any proposed price can become effective. Proposed prices to be charged must be submitted and approved at least thirty (30) days prior to the initial opening of the concession and on a yearly basis thereafter for the duration of the Agreement. All prices shall be properly displayed in prominent places at all times. Price signage must be professional in appearance, neat, and made of weather-proof materials. Prices for interpretive tours will not be permitted to exceed the maximum allowable price set by the Department.

STAFF

A. Concessionaire shall engage a sufficient number of reliable, competent, and qualified staff of legal age for operation and management of each concession location covered by the Agreement, to provide security for the staff, and to meet the needs of the public unless an alternative staffing plan is approved by the superintendent in writing. Said approved alternative staffing plan shall be attached to and made a part of the Agreement. Staff shall receive sufficient training on the interpretive tour curriculum pre-approved by Department. If Department determines that Concessionaire has not provided a sufficient number of reliable, competent, and qualified staff of legal age for the operation and management of the Concession Premises, Concessionaire shall, immediately upon receipt of written notification from Department, correct the staffing deficiencies described in said notice. If the deficiencies described in said notice are not corrected by Concessionaire immediately upon receipt of written notification, Department reserves the right to do the following: (1) suspend Concessionaire's operation of the Concession Premises, pending

correction of the deficiencies; (2) obtain the service of reliable, competent, and qualified staff of legal age to operate said concession facility for Concessionaire for the remainder of the then current operating season; or (3) terminate the Agreement. Concessionaire shall compensate any staff obtained by Department for the remainder of the then current operating season and shall reimburse Department for all costs incurred by Department in obtaining appropriate staff. Concessionaire shall not be entitled to any abatement of revenue payment due to any suspension or other action taken by Department under this Paragraph, and Department shall not be liable to Concessionaire, or any party claiming through Concessionaire, for any claim, liability, or damages resulting from said action by Department.

B. Concession employees shall wear apparel and name tags to identify and distinguish themselves as interpretive tour concession employees. The type of apparel and identification shall be pre-approved by Department.

RECORDS AND AUDIT

Concessionaire shall maintain complete, accurate, and detailed accounting records of all transactions pertaining to each of the Concession Operations covered by this Agreement that will allow Concessionaire to prepare financial statements in accordance with generally accepted accounting principles. Concessionaire shall make such records available to any authorized representative of Department upon request, as often as it is deemed necessary by Department, to determine the effectiveness of the financial management system and internal procedures that have been established by Concessionaire to ensure compliance with the terms and conditions of the Agreement and that the financial statements, cash register receipts, and reports fairly present the results of Concessionaire's operations pursuant to this Agreement. Said records shall be maintained and made available to Department for a period of six (6) years after the termination or expiration of the Agreement.

DAILY RECEIPTS AND BANK ACCOUNT

All cash received by Concessionaire shall be deposited into a single bank account maintained at a bank located within the State of New Jersey and maintained solely for subject Concession Operations, through which all financial transactions (including but not limited to deposits, withdrawals, and purchases) must pass.

MONTHLY REPORT

On or before the tenth (10th) of each month during operation, Concessionaire shall provide Department with the following: (1) a "Monthly Concession Report" containing a Statement of Total Gross Receipts, excluding New Jersey State Sales Tax, derived by Concessionaire from operation of the Concession and any other Concession-related operation approved by Department during the previous month; and (2) the total number of patrons participating in the interpretive tours on a daily and monthly basis.

ANNUAL REPORT

Concessionaire shall submit to Department, no later than February 15th of the following year for each year the Agreement is in effect, an Annual Financial Statement including the following: Total Gross Revenue; Total Number of Patrons; Cost of Sales; Operating Expenses; and Net Profit from State Park Concession Operations.

COMPLIANCE AND PERFORMANCE EVALUATION

Mandatory concessionaire evaluation and compliance review meetings shall be conducted annually during three (3) specified time periods. The meetings shall review all aspects of the operation to ensure that quality public services are being provided on a continual basis in accordance with the bid specifications and the Agreement, that operational problems/concerns are addressed on a timely basis, and that all terms and conditions are clearly understood. The meetings shall be held on site with appropriate State Park Service staff, the on-site concession manager, and a management/supervisory representative of the concession firm. An evaluation form shall be utilized to document the evaluation meeting, which will identify any deficiencies and the corrective action required. A copy of the completed evaluation form shall be provided to the on-site concession manager or the management/supervisory representative of the concession firm and shall be attached to and made a part of the Agreement. The mandatory meetings shall be conducted annually during the following time periods:

- Meeting #1 - During the month of May, prior to Memorial Day weekend.
- Meeting #2 - During the first two (2) weeks of July.
- Meeting #3 - During the two (2) weeks immediately after Labor Day.

INTERPRETIVE TOUR FURNISHINGS

Furnishings to be provided by the Department for the Concession Operations include but are not limited to the following: mannequin displays; clothing; pottery; baskets; longhouses; huts; interpretive panels; replica animals; canoes; gardening tools; utensils; pelts; blacksmith tools; house furnishings, etc. All furnishings, including those to be provided by the Department and those to be rented or provided by Concessionaire, must be cataloged by the Concessionaire and approved by the Department before commencing operations.

MAINTENANCE OF STRUCTURES, FURNISHINGS, AND EQUIPMENT

A. Concessionaire shall preserve and maintain in good and clean condition, reasonable wear and tear expected, all State structures, furnishings, and equipment now installed or which may hereafter be installed or located on the Concession Premises. Concessionaire is solely responsible for the interior maintenance of all structures, furnishings, and equipment, as well as the cleanliness of the Concession Premises.

B. Concessionaire shall be fully responsible for the maintenance, upkeep, and re-filling of toilet paper, hand towels, soap, etc., of the Clivus Multrum composting toilet unit at the Lenape Indian Village.

C. Upon expiration or termination of the Agreement, Concessionaire shall deliver up peaceable possession of the Concession Premises and State-owned furnishings and equipment, if applicable, to Department in as good and clean condition as the Concession Premises and equipment were delivered at the commencement of the Agreement, reasonable wear and tear excepted. In the event that Concessionaire does not deliver up possession as herein provided, Department may restore the Concession Premises, furnishings, and equipment to such condition, and the cost thereof shall be paid by Concessionaire to Department within fifteen (15) days of Department's demand for payment.

GARBAGE DISPOSAL, RECYCLING, AND BIODEGRADABLE MATERIALS

A. Concessionaire shall be responsible for maintaining the cleanliness of the Concession Premises. Concessionaire shall ensure placement of all garbage and trash generated by the Concession Operations in designated containers and that said containers are emptied daily, or as more frequently required by the Department, at a location within the Village designated by the Department. Disposal costs from this location shall be borne by the Department. Concessionaire shall provide such additional trash containers as may be required to keep the immediate Concession Premises clean at all times. The type of trash containers provided by the Concessionaire shall be approved by the Department prior to installation.

B. Concessionaire shall comply with any and all recycling requirements and regulations promulgated by the Department's Office of Recycling.

C. Any wrappings, containers, bowls, plates, cartons, or cups that are not intended for reuse must be composed of biodegradable material. Biodegradable material is defined as follows: MATERIAL CAPABLE OF BEING BROKEN DOWN FROM A COMPLEX MOLECULAR STRUCTURE INTO SIMPLER GASSES AND ORGANIC COMPOUNDS BY LIVING MICROORGANISMS.

D. No glass containers of any kind shall be used in the dispensing of food and/or beverages.

UTILITIES

Concessionaire is responsible for the payment of any utility charges related to the Concession Operations during the term of the Agreement, except to the extent that said charges are attributable to the Department's use of the Concession Premises.

TAXES AND ASSESSMENTS

All taxes and assessments, if any, arising out of the use and occupancy of the Concession Premises and the Concession Operations shall be paid by Concessionaire. If any tax or assessment may be legally paid in installments, Concessionaire shall have the option to pay such tax or assessment in installments, except that each installment thereof and all interest thereon must be paid by the final date fixed for the payment thereof, and in the event that the whole amount thereof is not paid prior to the expiration of the Agreement, payment shall remain a continuing obligation of

Concessionaire after the expiration or termination of the Agreement. Concessionaire shall furnish to Department, within ten (10) days of demand thereof, proof of the payment of any such tax or assessment.

RULES AND REGULATIONS

Concessionaire shall comply with all rules and regulations promulgated by the Department and all applicable rules and regulations promulgated by the New Jersey State Department of Health and Senior Services.

ADVERTISEMENT AND PROMOTION

A. Concessionaire shall not advertise in any manner or form on or about the Concession Premises or any other part of Allamuchy Mountain State Park, except by means of such signs or forms of advertising as first shall be approved by the Department.

B. Concessionaire shall, in all promotion and advertisement of the Concession Premises and any scheduled event(s) at or pertaining thereto, provide that the Concession Premises is administered by the State of New Jersey, Department of Environmental Protection, Division of Parks and Forestry, as part of Allamuchy Mountain State Park.

C. Prior to the implementation of any and all promotion and advertisement of the Concession Premises and any scheduled event(s) at or pertaining thereto, Concessionaire shall submit, and obtain Department's written approval of, all plans for promotion and advertisement of the Concession Premises. Such approval shall not be unreasonably withheld. In the event that Department does not approve or disapprove an advertisement or promotion plan within fifteen (15) days of receipt thereof, said advertisement and promotion plan shall be deemed as approved.

INDEPENDENT PRINCIPAL

Concessionaire's status shall be that of an independent principal and not as an agent or employee of the Department.

INDEMNIFICATION

A. Concessionaire shall, for itself, its successors, and assigns, assume all risk and liabilities arising out of the management, maintenance, and operation of the concession and covenants to defend, protect, indemnify, and save harmless Department and each and every of its officers, agents, employees, successors, and assignees and hereby releases Department and each and every of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising from the following:

(i.) any injury to, or the death of, any person in or on or any damage to property which occurs in, on, or about the Concession Premises or upon any sidewalk, walkway, or patio within the Concession Premises or in any manner growing out of or connected with the use, non-

use, condition, or occupancy of the Concession Premises or the construction or repair of any improvements of the Concession Premises;

(ii.) any act, error, or omission of Concessionaire, its agents, servants, employees, contractors, invitees, and anyone claiming by or through Concessionaire in the performance of the Agreement; and

(iii.) violation of any agreement or condition of the Agreement by Concessionaire, its agents, employees, contractors, invitees, and anyone claiming through Concessionaire of any contracts and agreements of record concerning the Concession Premises and restrictions of record or any law, ordinance, or regulation affecting the Concession Premises or any part thereof or the ownership, occupancy, or use thereof.

B. Department shall, as soon as practicable after a claim has been made against it, give written notice thereof to Concessionaire, along with full and complete particulars of the claim. If a suit is brought against Department or any of its agents, servants, and/or employees, Department shall expeditiously forward or have forwarded to Concessionaire every demand, complaint, notice, summons, pleading, or other document received by or then in the possession of Department or its representatives.

C. It is expressly agreed and understood that any approval by Department of Concessionaire's operation of the Concession Premises shall not limit the obligations of Concessionaire assumed pursuant to the Agreement.

D. Concessionaire's liability under this Paragraph shall continue after the termination or expiration of the Agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to such termination or expiration.

E. Concessionaire's indemnification obligations are not limited by, but are in addition to, the insurance obligations contained in the Agreement.

INSURANCE

A. Concessionaire shall, for each of the Concession Operations described in the Agreement, secure and maintain, in full force and effect on or before the date that Concessionaire is required to commence annual operation of the Concession Premises under the Agreement and throughout the term of Concessionaire's annual occupancy thereof, the following types and amounts of insurance coverage:

1. Public liability as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include the following:

- (a.) Broad Form Comprehensive General Liability;
- (b.) Premises/Operations;
- (c.) Products/Completed Operations;
- (d.) Protection and Indemnity; and

- (e.) Concessionaire owned, operated, or non-owned motor vehicles.

The limits of liability for Bodily Injury and Property Damage shall not be less than One Million Dollars (\$1,000,000.00) per occurrence combined single limits for each location covered by the Agreement.

2. Worker's Compensation and Employer's Liability insurance applicable to the laws of the State of New Jersey with limits of at least the following:

- (a.) \$100,000.00 Bodily Injury per Occurrence
- (b.) \$100,000.00 Disease per Employee
- (c.) \$500,000.00 Disease Aggregate Limit

3. Property insurance to cover loss or damage on an "All Risk" of physical loss form of coverage against fire, loss, theft, and damage on the contents of the Concession Premises owned by Concessionaire. Said insurance shall be in an amount not less than the appraised value of those contents. Concessionaire shall obtain and provide, at its own expense, an appraisal of the contents owned by Concessionaire for the purpose of obtaining and maintaining the aforementioned insurance.

4. Such other insurance, and in such amounts as may from time to time be reasonably required by Department in consultation with Concessionaire, against other insurable risks which at the time are commonly insured against in the case of similarly situated operations with due regard to the type of improvements and type of use and operations to be conducted by Concessionaire under the Agreement.

5. The limits of said policies described in (1) through (4) above shall be increased from time to time to meet changed circumstances, including but not limited to changes in the purchasing power of the dollar, as measured by changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

B. All insurance policies providing the coverage required under the Agreement shall be obtained from an insurance company authorized to do business in the State of New Jersey and shall, except for Worker's Compensation Insurance under the Agreement, name the State of New Jersey, Department of Environmental Protection as an "Additional Insured." Prior to the date that Concessionaire is required to commence annual operation of the Concession Premises, Concessionaire shall provide Department with a current certificate of insurance, in form and substance satisfactory to the Department, showing that Concessionaire has obtained the insurance coverage required in the Agreement for each of the Concession Operations. The certificate shall provide that the insurance coverage shall not be canceled for any reason, except after thirty (30) days' written notice to:

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS AND FORESTRY
OFFICE OF CONCESSIONS

MAIL CODE 501-04, P.O. BOX 420
TRENTON, NEW JERSEY 08625-0420

The certificate of insurance shall also provide for thirty (30) days' notice, in writing, to the Department prior to any expiration or non-renewal during the term the insurance is required to be maintained in accordance with the Agreement. Concessionaire shall further be required to provide Department with valid certificates of renewal of the insurance upon expiration of the policies, except where otherwise provided in this Paragraph. Concessionaire also shall, upon request, provide Department with copies of each policy required under the Agreement certified by the agency or underwriter to be true copies of the policies provided by Concessionaire.

C. In the event that Concessionaire fails or refuses to renew any of its insurance policies to the extent required by the Agreement, or if any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of the Agreement, Department may immediately suspend all of Concessionaire's operations on the Concession Premises until Concessionaire obtains insurance coverage in satisfactory form and in compliance with the Agreement or may proceed to default Concessionaire and terminate the Agreement.

D. Concessionaire expressly understands and agrees that any insurance protection required by the Agreement shall in no way limit Concessionaire's obligations under the Agreement and shall not be construed to relieve Concessionaire from liability in excess of such coverage, nor shall it preclude Department from taking such other actions as are available to it under any provisions of the Agreement or otherwise in law or equity.

COMPLIANCE WITH LAWS, LICENSES, PERMITS, AND INSURANCE POLICIES

A. For the duration of the Agreement, Concessionaire shall obtain, pay for, maintain, and comply with all licenses, permits, authorizations, or any other documents required by any applicable government agency having jurisdiction over the Concession Premises or the conduct of Concessionaire's operations thereon. Concessionaire shall provide Department with written evidence that such applicable licenses, permits, authorizations, or other required documents have been obtained no later than ten (10) days prior to commencement of the activity or operation covered by the license, permit, authorization, or other documentation as shall be required by the Agreement.

B. Concessionaire shall, at its sole cost and expense, comply with all duly promulgated and applicable federal and State laws, rules, ordinances, or orders affecting the conduct of the Concession Operations described in the Agreement.

C. Concessionaire shall comply with the requirements of all insurance policies required by the Agreement.

D. If Concessionaire:

- (i.) receives a notice of failure to comply with the insurance required by the Agreement;

- (ii.) is issued a summons or any notice of violation of any license, permit, certification, authorization, approval, or any similar instruments required by any governmental authority having jurisdiction necessary to maintain and operate the Concession in accordance with the provisions of the Agreement; or
- (iii.) is issued a summons for violation of any duly promulgated and applicable federal, State, county, municipal, and other governmental laws, rules, orders, or ordinances affecting the Concession Premises or any part thereof,

Concessionaire shall immediately forward a copy of the notice of non-compliance, summons, or notice of violation to Department, and Concessionaire shall have such amount of time to correct said violation as is prescribed in the notice or summons. If such violation is not cured within the prescribed period or any extension thereof, it shall be deemed a material breach of the Agreement, and Department, in addition to declaring a default of the Agreement by Concessionaire, may suspend Concessionaire's operation of all or the affected portion of the Concession Premises.

E. Concessionaire shall indemnify Department against all liability, claim, loss, or payment of any kind arising from Concessionaire's failure or omission to comply with any such insurance policy, license, permit, certification, authorization, approval, or any applicable federal or State law, rule, ordinance, or order.

PUBLIC USE

Concessionaire shall not be construed as to affect the privileges accorded to the public's use of the area or to restrain or prevent individual persons or groups of persons from bringing their own food, drink, and/or recreational equipment into the Village.

NO DISCRIMINATION

A. Concessionaire shall comply, in the performance of the Agreement, with all applicable State, federal, and local statutes, rules, and regulations relating to discrimination and affirmative action, including but not limited to N.J.S.A. 10:2-4, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., and Title IV of the Civil Rights Act of 1984 (P.L. 88-352).

B Concessionaire shall not discriminate on the basis of age, national origin, race, creed, color, sexual orientation, or sex in the use of the Concession Premises by the public.

PAYMENT ABATEMENT

A. In the event that Concessionaire is unable to operate the Concession as a direct result of the performance, failure to perform, or negligent performance of the Department, its officers, agents, and employees of any act under the control or responsibility of Department, Concessionaire may be considered for an abatement of revenue payment for the period that the Concession cannot be operated. Circumstances for consideration of abatement shall include but not be limited to

disruption caused by construction activities in or around the Concession Premises and interruption of utility service.

B. To be eligible for consideration for payment abatement, Concessionaire must submit to Department a written abatement request signed by the Park Superintendent setting forth specific details and circumstances comprising the grounds for abatement and the amount of abatement requested. Said request must be submitted to Department, for approval by the Director of the Department, within twenty (20) days of any cause for which abatement is claimed.

C. Neither cancellation nor closure of any interpretive tours due to inclement weather shall be eligible for abatement.

D. All abatement awards shall be adjusted, disbursed, or credited after all final reports and payments are received.

REVOCATION CLAUSES

A. Concessionaire covenants that the decision of the Commissioner of the Department, relative to the performance of the terms of the Agreement, shall be final and conclusive.

B. In the event of default of the successful bidder or his refusal to enter into a contract with Department, the Department reserves the right to accept any other qualified bidder.

REJECTION OF PROPOSAL

The Department reserves the right to waive any informality in or to reject any or all bids.

CORPORATION

A. For any Concessionaire that presents itself or represents itself as a corporation operating or doing business in the State of New Jersey, all papers of incorporation shall be provided to Department, along with renewals, changes, or any other documents that in any way affect the current or future status of Concessionaire as a legal corporation.

B. Concessionaire shall adopt a resolution authorizing the execution of the Agreement by Concessionaire. Concessionaire shall submit a copy of said resolution to the Department prior to execution of the Agreement by Department.

ASSIGNMENT OF AGREEMENT OR SALE OF INTERESTS

Concessionaire shall not assign the Agreement or sell controlling interest in any of the Concession Operations without first obtaining the express written approval of Department.

OPERATION AND MANAGEMENT PLAN

A. Along with the bid document, if qualified, Concessionaire must submit to the Department in writing an Operation and Management Plan (“Plan”) for the Initial Term and potential Second Term of the Agreement and obtain Department’s written approval thereof. The Plan shall include the following:

1. The procedure to be used to prepare complete, accurate, and detailed accounting records;
2. Schedule for hours of operation involving any dates or hours that the Concession Premises may be open outside of the parameters set forth;
3. Schedule of prices for interpretive tours and goods for sale to be provided by Concessionaire;
4. Schedule of all staffing requirements (both managers and laborers), hours of work shifts, days off, and scheduled breaks, all in accordance with federal and State labor laws;
5. Description of the proposed uniforms and name tags to be worn by interpretive tour staff;
6. Written report of Concessionaire’s inspection of all State-owned equipment, furnishings, and structures contained within the Concession Premises, including a catalog of all furnishings;
7. Written maintenance plan for the upkeep of all equipment, furnishings and structures located within the Concession Premises;
8. Confirmation that all deposits have been paid, connection dates, and payment plan for any and all utility services necessary for operation of the Concession Premises in compliance with the Agreement;
9. Insurance agents (by name, address, and contact person) and name of insurance company that will provide insurance coverage;
10. Descriptions of any special events to be held;
11. Plans for advertising and publicizing the interpretive tours; and
12. Description of interpretive tour reservation method.

B. As approved by the Department, said Plan shall be incorporated into and made part of the Agreement. Concessionaire shall not change, modify, or deviate from the Plan without first obtaining the express written approval of Department.

PAY TO PLAY

A. Bid applications are subject to the provisions of N.J.S.A. 19:44A-20.13 et seq. and N.J.S.A. 19:44A-20.26 et seq. (P.L. 2005 c.51 and P.L. 2005 c.271) (collectively “Pay to Play”). Compliance with these acts shall be a material term and condition of the bid application and will be binding upon the parties thereto upon entering the Agreement. All bidders must complete the following enclosed forms in accordance with their instructions and submit them with their applications: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form; and (3) Vendor Certification and Political Contribution Disclosure Form.

B. Bidders are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the contractor receives contracts in excess of Fifty Thousand (\$50,000) dollars from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

MANDATORY ON-SITE BID MEETING

A. A mandatory on-site bid meeting will be scheduled for all qualified bidders prior to the acceptance of final bids. The meeting will include the following: clarification of major Agreement requirements; an inspection/walk-through of the Concession Premises; and Department responses to questions from potential bidders.

B. Any potential bidder not present at the mandatory on-site bid meeting will be disqualified from this bidding process.